

**THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA**

HULL'S ENVIRONMENTAL SERVICES, INC.,) Plaintiff,) vs.) MARINA DEL REY, LLC; et al.) Defendants.))	Case No. 24-CV-00479-JAR ANSWER
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SMS Financial Strategic Investments V, LLC ("SMS") hereby answers Plaintiff Hull's Environmental Services, Inc.'s Petition ("Complaint"). Each material allegation in Plaintiff's Complaint applicable to SMS is expressly denied, except those allegations specifically admitted herein and only to the extent specifically admitted.

FIRST CAUSE OF ACTION

1. For response to Paragraph 1 of the Complaint, SMS admits that there exists an Assignment of Lease dated January 8, 2016, the terms of which speak for itself.
2. For response to Paragraph 2 of the Complaint, SMS admits that there exists a Lease DACW56, the terms of which speak for itself.
3. For response to Paragraph 3 of the Complaint, SMS admits that there exists Supplemental Agreement dated January 17, 2017, the terms of which speak for itself.
4. For response to Paragraph 4 of the Complaint, SMS states that it is without information to form a belief as to the allegations of this paragraph and, therefore, the allegations are denied.
5. For response to Paragraph 5 of the Complaint, SMS states that it is without information to form a belief as to the allegations of this paragraph and, therefore, the allegations are denied.
6. For response to Paragraph 6 of the Complaint, SMS states that it is without information to form a belief as to the allegations of this paragraph and, therefore, the allegations are denied.

7. For response to Paragraph 7, SMS states that it is without information to form a belief as to the allegations of this paragraph and, therefore, the allegations are denied.

8. For response to Paragraph 8, SMS states that it is without information to form a belief as to the allegations of this paragraph and, therefore, the allegations are denied.

9. For response to Paragraph 9, SMS admits that it holds a Mortgage as described in the Complaint and denies the remainder of Paragraph 9.

10. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 10 and therefore denies the same.

11. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 11 and therefore denies the same.

12. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 12 and therefore denies the same.

13. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 13 and therefore denies the same.

14. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 14 and therefore denies the same.

15. SMS denies the paragraph beginning with “WHEREFORE” and Plaintiff’s claim for relief.

SECOND CAUSE OF ACTION

16. Paragraph 15 of the Complaint does not contain any factual allegations to respond to, otherwise the allegations in said Paragraph are denied.

17. SMS admits Paragraph 16 of the Complaint.

18. SMS admits Paragraph 17 of the Complaint.

19. SMS is without sufficient information to admit or deny the allegations in Paragraph 18 of the Complaint, therefore such allegations are denied.

20. SMS does not have sufficient information to admit or denies the factual allegations contained in Paragraph 19 and therefore denies the same.

21. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 20 and therefore denies the same.

22. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 21 and therefore denies the same.

23. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 22 and therefore denies the same.

24. SMS denies the paragraph beginning with “WHEREFORE” and Plaintiff’s claim for relief.

THIRD CAUSE OF ACTION

25. Paragraph 26 of the Complaint does not contain any factual allegations to respond to, therefore, any allegations in such Paragraph are denied.

26. For response to Paragraph 27 of the Complaint, SMS admits that there exists an insurance policy between Marina Del Rey, LLC and Argonaut Insurance Company. The remaining allegations of Paragraph 27 are denied.

27. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 28 and therefore denies the same.

28. SMS admits Paragraph 29.

29. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 30 and therefore denies the same.

30. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 31 and therefore denies the same.

31. SMS does not have sufficient information to admit or deny the factual allegations contained in Paragraph 32 and therefore denies the same.

32. SMS deny the paragraph beginning with “WHEREFORE” and Plaintiff’s claim for relief.

AFFIRMATIVE DEFENSES

SMS, further answering and for its affirmative and other defenses to Plaintiff’s Complaint, allege and state as follows:

1. Plaintiff’s Complaint fails to state a claim upon which relief can be granted.
2. Some or all of Plaintiff’s claims may be barred by the applicable statute of limitations or other periods of limitation.
3. Plaintiff’s claims are barred in whole or part by the equitable doctrines of laches, consent, waiver, and/or estoppel.
4. Plaintiff has failed to mitigate its claimed damages.
5. SMS expressly denies each and every allegation in Plaintiff’s Complaint not specifically admitted herein.
6. SMS expressly reserves the right to amend its affirmative defenses and add additional affirmative defenses as necessary and appropriate upon the discovery of additional information and/or pursuant to the Federal Rules of Civil Procedure or any Scheduling Order issued by this Court.

WHEREFORE, having fully answered and asserted its affirmative defenses, SMS Financial Strategic Investments V, LLC respectfully requests that Plaintiff take nothing by way of its Complaint, that judgment be granted in SMS’ favor and against Plaintiff on all claims alleged, that SMS be awarded its costs and reasonable attorneys’ fees incurred in defending this action as may be allowed by law, and that any such other and further relief be afforded Defendants as the Court deems just and equitable.

Dated: February 27, 2025.

Austin Evans Law, LLC

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CERTIFICATE OF SERVICE

I hereby certify that on February 27, 2025, I electronically filed the foregoing, using the CM/ECF system for filing. Based on the records currently on file, the Clerk of the Court will transmit a Notice of Electronic Filing to the following ECF registrants:

Mike Mordy
Carrie Pfrehm
Bradley Wilson
Conner Dunn
Douglas Elliott
Stephen Melendi
Michael Linscott
Emily Williams

By: /s/ Austin C. Evans